

Government Guarantee No. 3

[The Government Declaration (including letterhead) to be provided in English]

Fédération Internationale de
Football Association (FIFA)
Attn. Mr. Joseph S. Blatter
President
FIFA-Strasse 20
CH-8044 Zurich,
Switzerland

[Place/date]

Government Guarantee No. 3 ("Guarantee") Tax Exemption

Dear Mr President

In relation to ***[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]*** taking place in the Netherlands on a joint basis together with Belgium, the Government of the Netherlands, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the Netherlands, hereby represents, warrants, ensures and guarantees to FIFA the following:

A. Definitions

For the purposes of this Guarantee, the following definitions shall apply:

Competitions – the ***[FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™] [FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™]***;

Events – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a) the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b) any seminars, meetings, conferences, workshops and press conferences;
- c) any official public viewing or other fan-related events;
- d) any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;

- e) any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f) any football matches and training sessions; and
- g) any other activities that FIFA considers relevant for the staging, organization, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Commercial Affiliates – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights of whatever nature in connection with FIFA and/or the Events and/or any other FIFA competitions.

FIFA Commercial Affiliates – any entity which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA.

FIFA Contractors – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities.

FIFA Confederations – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a) Asian Football Confederation (AFC);
- b) Confédération Africaine de Football (CAF);
- c) Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d) Confederación Sudamericana de Fútbol (CONMEBOL);
- e) Oceania Football Confederation (OFC); and
- f) Union des Associations Européennes de Football (UEFA);

FIFA Host Broadcasters – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

FIFA Listed Individuals – any individuals accredited to the Events by FIFA, and/or appointees of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (no including the general public);

FIFA Member Associations – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

FIFA Service Providers – the following legal entities licensed or appointed based on any other contractual relationship, by FIFA, or by FIFA's appointees or licensees, in relation to the organization and staging of the Events:

- a) FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;
- b) FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c) FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d) FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e) FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f) FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organization and staging of the Events; or
- g) providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the actual or budgeted costs necessary for providing such services or goods;

FIFA Subsidiaries – any legal entity, resident in the Netherlands or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Hosting Association – “Koninklijke Nederlandse Voetbalbond”, being the national football association officially affiliated to FIFA in the Netherlands.

Individuals Tax(es) – any Taxes which are directly or indirectly levied from or fully or partially borne by individuals in the Netherlands by federal, state, municipal or local authorities or by any other authorities or bodies in the Netherlands on any level including, but not limited to Taxes in relation to income, wealth, capital, property, social security, gainful activity, dividends, capital gains, pension funds, retirement schemes, import and export, value-added taxes, sales taxes, turnover taxes, ad valorem taxes as well as any interest, penalties, costs and expenses reasonably related thereto.

LOC – the local organizing committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest;

Tax(es) – any forms of current or future direct and indirect taxation and statutory, governmental and state duties, charges, fees, levies or other assessments, imposts and contributions, which are or will be levied in the Netherlands by federal, state, municipal or local authorities or by any other authorities or bodies in the Netherlands on any level including, but not limited to, income taxes (personal or corporate), capital taxes, property taxes, wealth taxes, stamp duties (both on the issuance

and on the transfer of securities), gains taxes, withholding taxes, dividend taxes, source taxes, real estate taxes, betterment taxes, value-added taxes, turnover taxes, sales taxes, ad valorem taxes, customs duties, import and export taxes or duties, environment taxes, taxes on financial transactions, social security contributions, pension fund obligations, retirement scheme obligations as well as any interest, penalties, costs and expenses reasonably related thereto.

B. Full Tax Exemption of FIFA and FIFA Subsidiaries

1. FIFA and/or FIFA Subsidiaries, irrespective of whether resident in the Netherlands or not, will be fully exempt from any Taxes in the Netherlands. FIFA and/or FIFA Subsidiaries will be treated as fully Tax exempt entities. The full Tax exemption is not limited to the Events and is not limited time-wise.
2. The exemption stated in this section shall encompass all revenues, profits, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by or to FIFA and/or FIFA Subsidiaries.
3. This shall, in particular and without limitation, mean:
 - a) No Taxes will be levied on any profits made by FIFA and/or FIFA Subsidiaries;
 - b) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made to FIFA and/or FIFA Subsidiaries;
 - c) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by FIFA and/or FIFA Subsidiaries;
 - d) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported by FIFA and/or FIFA Subsidiaries;
 - e) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported to FIFA and/or FIFA Subsidiaries;
 - f) Where in exceptional cases for practical reasons in a first phase Taxes are levied on services rendered or goods delivered to FIFA and/or FIFA Subsidiaries (value added taxes, sales taxes or the like), FIFA and/or FIFA Subsidiaries are entitled to full refund of such Taxes based on an easy refund procedure.
4. The exemption stated in this article includes any Taxes, presently existing or to be created in the future.

C. Events Related Full Tax Exemption of LOC, FIFA Confederations, FIFA Member Associations, FIFA Host Broadcaster, FIFA Service Providers

1. The entities listed below, irrespective of whether resident in the Netherlands or not, will be fully exempt from any Taxes in the Netherlands related to any and all taxable events, carried out in the Netherlands or abroad, to the extent that they are directly or indirectly related to any of the Events. Related to the Events, the entities listed below will be treated as fully tax exempt entities. The Events related full Tax exemption is not limited time-wise. The entities are the following:
 - a) LOC;

- b) FIFA Confederations;
 - c) FIFA Member Associations, including Hosting Association;
 - d) FIFA Host Broadcaster; and
 - e) FIFA Service Providers.
2. The exemption stated in this section shall encompass all revenues, profits, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by or to the entities listed in this section.
 3. This shall, in particular and without limitation, mean:
 - a) No Taxes will be levied on any profits made by the entities listed in this section;
 - b) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made to the entities listed in this section;
 - c) No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by the entities listed in this section;
 - d) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported by the entities listed in this section;
 - e) No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported to the entities listed in this section;
 - f) Where in exceptional cases for practical reasons in a first phase Taxes are levied on services rendered or goods delivered to the entities listed in this section (value added taxes, sales taxes or the like), the entities listed in this section are entitled to full refund of such Taxes based on an easy refund procedure.
 4. The exemption stated in this section includes any Taxes, presently existing or to be created in the future.

D. Limited Tax Exemption of FIFA Contractors

1. Any FIFA Contractors established, incorporated or organized in a foreign country which carries out activities or operations in the Netherlands related to the Events or which has an Event related presence in the Netherlands before and/or during the Events, in accordance with an agreement with FIFA, a FIFA Subsidiary or any entity appointed by FIFA, will neither be deemed as having set up a permanent establishment in the Netherlands nor as qualifying for any other sort of Tax residency in the Netherlands.
2. Without any precondition, an exemption is granted to the FIFA Contractors from any and all Taxes levied on importation or exportation or transportation of goods, services or rights related to the Events, to the extent such goods, services or rights are imported for (i) consumption or use in the Netherlands by the FIFA Contractors themselves, or (ii) for use in the Netherlands by the FIFA Contractors with subsequent re-export, or (iii) for use in the Netherlands by the FIFA Contractors with subsequent donation to sports entities or other legal entities whose purposes are related to the practice of sports and social development or to charity institutions.
3. The exemption stated in this section includes any Taxes, presently existing or to be created in the future. The Tax exemption is not limited time-wise.

E. Individuals Tax Exemptions

1. Individuals employed or otherwise hired by FIFA, a FIFA Subsidiary, the LOC, FIFA Confederations, FIFA Member Associations, FIFA Host Broadcasters, FIFA Service Providers, regardless whether these individuals are deemed as Tax residents in the Netherlands or not, shall not be subject to payment of Individuals Taxes on payments, fringe benefits, reimbursements and any other sort of compensation received from one of the entities above which is not resident in the Netherlands, but only as regards to payments, fringe benefits, reimbursements and any other sort of compensation received until December 31 of the second year following the year of the Competitions.
2. A full Individuals Tax exemption is granted to the FIFA Listed Individuals, contemplated or not in paragraph 1 of this section, who enter and leave the Netherlands within the period commencing 60 (sixty) days before the first match of, and ending 60 (sixty) days after the final match of any Competition, for Individuals Taxes levied on the compensation received by them, in cash or otherwise, including through the delivery of services or goods, from entities which are not residents of the Netherlands, provided that such individuals have not expressed the intention to permanently reside in the Netherlands.
3. Any contribution in kind, fringe benefits or reimbursement of expenses (including allowances) to volunteers who assist in the organization or realisation of any of the Events shall not be deemed as taxable income for any purpose in the Netherlands.
4. The exemption included in this section includes any Individuals Taxes, presently existing or to be created in the future.

F. Miscellaneous

1. Whenever there is a reference in this Guarantee to any exemption of Taxes, any corresponding ancillary, declaration or reporting obligation of the Tax exempt party shall also be waived (in particular, but not limited to the filing of Tax returns, audited accounts, etc.).
2. FIFA will notify on an ongoing basis the Tax authorities of the Netherlands about the individuals and legal entities which shall be entitled to the exemptions under this Guarantee.
3. The provisions containing specific exemptions in this Guarantee shall in no way be interpreted as to limit the other exemptions set forth in other provisions of this Guarantee.
4. Any refund contemplated in this Guarantee in relation to Taxes shall be based on a simple request procedure to be presented at one single point of contact to the Tax authorities of the Netherlands.
5. The exemptions contemplated in this Guarantee shall apply to taxable events and activities occurring as of the signing of this Guarantee.

G. Indemnification

Should any of the parties listed in this Guarantee suffer any direct and/or indirect imposition of Taxes as envisaged herein pursuant to the non-compliance with this Guarantee, the Netherlands shall indemnify and hold them harmless up to the amount of such Tax.

H. General Undertakings

The Government Declaration and the Government Guarantees No 1-8 shall be read together and interpreted as a whole. When the meaning, interpretation, scope and intent as set out in Chapter F of Government Guarantee No. 8 differs from or conflicts with a provision in this Guarantee, Chapter F of Government Guarantee No. 8 shall be given absolute priority and will prevail as the only applicable, valid and binding obligation, undertaking, guarantee or assurance by the Government of the Netherlands.

Nothing in this Government Guarantee may lead to or be interpreted as leading to a breach of Constitutional rules and principles or rules and principles of public policy applicable in the Netherlands, such as for example but not limited to the state structure, the separation of powers, the non-discrimination principle and the prevalence of international law.

The Government of the Netherlands represents and guarantees to FIFA and ensures that all special laws, regulations and ordinances necessary to properly fulfil the obligations under this Guarantee have been enacted or shall be enacted and enter into force in due time.

This Guarantee shall be valid and binding as of the date of its execution and shall remain valid and binding regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal framework is in place to allow FIFA to impose enforcement of this Government Guarantee. The government of the Netherlands understand that all obligations under this Government Guarantee must be fulfilled and will take all necessary steps to ensure this.

If required, the government of the Netherlands, together with the LOC, will make all necessary arrangements to provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice.

The government of the Netherlands confirms that all relevant correspondence and discussions shall be conducted in English language.

The signatories confirm to be competent to issue this Government Guarantee. Under the laws of the Netherlands, this Government Guarantee is and shall remain binding and valid against the Netherlands and its government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the Netherlands or in its representatives, or any change in the laws and regulations in the Netherlands.

the Netherlands